



STATEMENT OF RELEASE AND DISCHARGE  
FROM LEGAL RESPONSIBILITY  
(RELEASE AND DISCHARGE)

--On this day, Friday, 3rd February, 2006, I, the  
undersigned:-

-Name : ANDARTAS:-

-Address : [REDACTED]

-ID Card No : [REDACTED]

--In this matter representing himself as a resident --  
who suffered injury in the accident of PT. Mandala --  
Airlines aircraft operating flight number RI 091 from --  
Medan to Jakarta, dated 5th September 2005, near --  
Polonia Airport, Medan, Sumatra, Indonesia --  
("Accident"), (hereinafter referred to as the --  
"Releasor").--

--The Releasor hereby states that he has fully --  
received the Severance Payment and Compensation in the  
amount of Rp.300.000.000.- ("Severance Payment and --  
Compensation") from PT. Mandala Airlines ("Mandala").--  
This Severance Payment and Compensation shall serve as  
final and complete settlement of all and any claims, --  
suits, objection or charges whatsoever both known and-  
unknown, which Releasor now has, or claims to have, or  
which may hereafter accrue or otherwise be acquired, --  
on account of, or in any way arising out of the --  
Accident or which according to is nature is classified  
as a claim, suit, objection or charges from any --  
obligation and responsibility arising out of or --  
will arise from or in connection with the injury --  
and/or loss and damage suffered by the Releasor, as a-  
result of the Accident.--

--Upon receiving the Severance Payment and --  
Compensation, the Releasor states the following :- --

- 1.-The Releasor agrees to release all of his right-  
to file any claim, suit, objection, charge, --  
request, report, complaint or any legal action -  
whatsoever both known and unknown, which the --  
Releasor now has, or claims to have, or which --  
may hereafter accrue or otherwise be acquired, --  
on account of, or in any way arising out of the --  
Accident againsts or which relates to Mandala and  
its Directors, Commissioners, Employees, Agents,  
Contractors and Sub-Contractors, Insurers, --  
Reinsurers, and the Boeing Corporation, Pratt &  
Whitney, and their Insurers, Employees, --  
Affiliates, Subsidiaries, and Suppliers and any-  
and all other affiliated and/or unaffiliated --  
persons, firms, partnerships, corporations or --  
other entities who are or may be alleged to be --



responsible for any liability arising out of the Accident (hereinafter collectively referred to as the "Releasees") in any circumstances, either in or out of court, arbitration or any law --- enforcement institution and other government --- institution, pursuant to any applicable laws and regulations in Indonesia and/or any other --- jurisdiction, including but not limited to --- Government Regulation of the Republic of --- Indonesia No.40/1995 dated 17th November 1995 --- regarding Air Transportation as amended by --- Government Regulation No.3 of 2000. ---

- 2.-The Releasor agrees to indemnify and hold --- harmless the Releasees from and against all --- claims, which may be made by any other --- party(-ies) claiming to have suffered loss and --- damage against any one or more of the Releasees --- arising out of or in connection with the --- Accident or this settlement or the payment made --- herein. ---
- 3.-Payment of the Severance Payment and --- Compensation shall not constitute an --- acknowledgment of the Releasees fault and/or --- negligence, resulting in the Accident. ---
- 4.-In consideration of the payment aforesaid the --- Releasor assigns and transfers all of his rights --- of claim against any parties arising out of the --- Accident to Mandala, its insurers and reinsurers --- who are subrogated to such rights. ---
- 5.-The Releasor undertakes not to publicize, --- communicate or disclose to any third party, any --- information in respect of the claim, the --- Severance Payment and Compensation or any other --- terms of this Release and Discharge. ---
- 6.-This Release and Discharge, its interpretation --- and implementation and all consequences thereof --- shall be governed by and subject to the --- applicable laws of the Republic of Indonesia. ---
- 7.-Settlement of any disputes arising out of or --- based on in connection with this Release and --- Discharge shall be resolved through district --- court. ---
- 8.-This Release and Discharge shall be irrevocable --- and is made under free will without duress or --- compulsion from whomsoever. ---
- 9.-This Release and Discharge is executed in --- Indonesian language and in English However, if --- there is a conflict between the two versions ---



then the Indonesian version will prevail.

10.-This Release and Discharge has been read by me -  
or read to me and I fully understand all the  
terms herein:-

Medan, 3rd February 2006.-

( ANDARIAS )

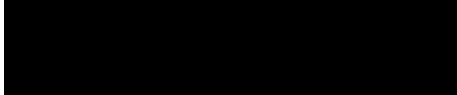
-First Witness:



1.--Name : RAHMATSYAH, SH.  
Address :   
ID Card No. :

-Second Witness :



2.--Name : LIUSINDA MARANATHA S. SH. MKn.  
Address :   
ID Card No. :

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LEGALIZATION OF SIGNATURE

Number: 75/L/II/2006.-

--I, the undersigned below, AIDA SELLI SIBURIAN, ----  
Master of Law, Notary Public practicing in Medan, that  
I, Notary has read and explained the content of this  
Statement of Release and Discharge from Legal -----  
Responsibility ("Release and Discharge") to:- -----  
--Mr. ANDARIAS;--  
--whom I, Notary knows/is introduced to, Notary, then  
signed and/or put the thumb prints of the person -----  
stated above on this Statement of Release and -----  
Discharge from Legal Responsibility ("Release and -----  
Discharge") before me, Notary.- -----

Medan, 3rd February 2006.-  
Notary Public in Medan,



(AIDA SELLI SIBURIAN, SH)



Pernyataan Pelepasan dan Pembebas  
Tanggung Jawab Secara Hukum  
("Pelepasan dan Pembebasan")

--Pada hari ini, Jumat, tanggal 3 (tiga) Februari 2006 (dua ribu enam);--  
--Saya yang bertanda-tangan di bawah ini :--

--Nama : A N D A R I A S;--  
Alamat : Dusun 3 Pertampilen, Desa Pertampilen  
Kecamatan Pancur Batu;--  
No. KTP : 02.0104.260683.0007;--

--dalam hal ini bertindak mewakili diri sendiri --  
sebagai penduduk yang mengalami luka-luka dalam --  
kecelakaan pesawat yang dioperasikan oleh PT. Mandala-  
Airlines yang bernomor penerbangan RI 091 dari Medan --  
menuju Jakarta, pada tanggal 5 September 2005, di --  
sekitar Bandara Polonia Medan, Sumatera, Indonesia --  
("Kecelakaan"), (selanjutnya disebut sebagai "Pemberi-  
Pelepasan dan Pembebasan").--

--Dengan ini Pemberi Pelepasan dan Pembebasan --  
menyatakan telah menerima secara penuh santunan dan --  
ganti rugi sebesar Rp.300.000.000.- (tiga ratus juta -  
rupiah), ("Santunan dan Ganti Rugi") dari PT. Mandala-  
Airlines ("Mandala"). Santunan dan Ganti Rugi tersebut --  
merupakan penyelesaian yang terakhir dan menyeluruh --  
dari seluruh klaim, gugatan, keberatan maupun tuntutan --  
dalam bentuk apa pun, baik yang diketahui atau yang --  
tidak diketahui, yang dimiliki atau diakui dimiliki --  
oleh Pemberi Pelepasan dan Pembebasan, baik pada saat-  
ini maupun pada masa yang akan datang, atau yang --  
mungkin selanjutnya timbul atau ditimbulkan, sebagai -  
akibat dari, atau yang dengan cara apa pun ditimbulkan  
dari Kecelakaan, atau yang menurut sifatnya dapat --  
dianggap sebagai klaim, gugatan, keberatan maupun --  
tuntutan dari segala kewajiban dan tanggung-jawab yang --  
telah timbul maupun yang akan timbul dari atau --  
sehubungan dengan keadaan luka-luka dan/atau kerugian-  
yang diderita Pemberi Pelepasan dan Pembebasan, yang --  
diakibatkan oleh Kecelakaan.--

--Dengan telah diterimanya Santunan dan Ganti Rugi, --  
Pemberi Pelepasan dan Pembebasan menyatakan hal-hal --  
sebagai berikut:--

1. Pemberi Pelepasan dan Pembebasan setuju untuk --  
melepaskan segala haknya untuk mengajukan klaim, --  
gugatan, keberatan, tuntutan, permintaan, laporan, --  
pengaduan atau tindakan hukum apa pun, baik yang --  
diketahui atau yang tidak diketahui, yang dimiliki --  
atau diakui dimiliki oleh Pemberi Pelepasan dan --  
Pembebasan, baik pada saat ini maupun pada masa --



yang akan datang, atau yang mungkin selanjutnya -- timbul atau ditimbulkan, sebagai akibat dari, atau yang dengan cara apa pun ditimbulkan dari ----- Kecelakaan, terhadap atau yang berhubungan dengan Mandala beserta Dewan Direksinya, Dewan ----- Komisarisnya, para Karyawannya, Agen-agennya, para Kontraktornya dan para Sub-Kontraktornya, ----- Perusahaan Asuransinya dan Perusahaan ----- Reasuransinya, dan Boing Corporation, Pratt & ----- Whitney, Perusahaan Asuransinya, Karyawannya, ----- Afiliasinya, Anak Perusahaannya, dan Suppliernya - dan setiap serta seluruh orang-orang, firma-firma, kemitraan-kemitraan, perusahaan-perusahaan atau -- badan-badan lain, yang terafiliasi dan/atau tidak-terafiliasi, yang bertanggung-jawab atau yang ----- dianggap bertanggung-jawab atas setiap kerugian -- yang timbul dari Kecelakaan (selanjutnya secara -- bersama-sama disebut sebagai "Penerima Pelepasan - dan Pembebasan"), dalam keadaan apa pun, baik di dalam maupun di luar pengadilan, arbitrase atau -- instansi penegak hukum dan instansi pemerintah --- lainnya, yang timbul berdasarkan peraturan ----- perundang-undangan yang berlaku di negara Republik Indonesia dan/atau wilayah hukum lainnya, termasuk tetapi tidak terbatas pada Peraturan Pemerintah -- Republik Indonesia No.40/1995 tanggal 17 November 1995 mengenai Angkutan Udara sebagaimana telah -- diubah oleh Peraturan Pemerintah No.3 Tahun 2000.-

- 2.-Pemberi Pelepasan dan Pembebasan setuju untuk mengganti rugi dan membebaskan Penerima Pelepasan dan Pembebasan dari dan terhadap segala tuntutan yang mungkin akan diajukan oleh pihak lain yang mengaku telah menderita kerugian terhadap salah satu pihak atau beberapa pihak yang merupakan Penerima Pelepasan dan Pembebasan, yang timbul dari atau sehubungan dengan Kecelakaan atau penyelesaian ini atau pembayaran yang dilakukan di dalam hal ini.-
- 3.-Pembayaran Santuan dan Ganti Rugi bukan merupakan pengakuan atas adanya kesalahan dan/atau kelalaian Penerima Pelepasan dan Pembebasan yang menyebabkan Kecelakaan.-
- 4.-Sehubungan dengan pembayaran tersebut di atas, Pemberi Pelepasan dan Pembebasan mengalihkan dan memindahkan segala hak untuk menuntut terhadap pihak mana pun, yang timbul dari Kecelakaan, kepada Mandala, Perusahaan Asuransinya dan Perusahaan Reasuransinya yang telah menerima subrogasi atas hak-hak tersebut.-
- 5.-Pemberi Pelepasan dan Pembebasan berjanji untuk



tidak mempublikasikan, mengkomunikasikan, dan membuka setiap informasi yang berhubungan dengan klaim, Santunan dan Ganti Rugi atau ketentuan ketentuan lainnya yang terdapat di dalam Pelepasan dan Pembebasan ini kepada pihak ketiga. -

- 6.-Pelepasan dan Pembebasan ini, penafsiran dan pelaksanaannya, serta segala akibat yang ditimbulkan darinya diatur dan tunduk kepada hukum yang berlaku di Negara Republik Indonesia.-
- 7.-Penyelesaian segala perselisihan yang timbul dari, atau berdasarkan atas, atau sehubungan dengan Pelepasan dan Pembebasan ini akan diselesaikan di pengadilan negeri.-
- 8.-Pelepasan dan Pembebasan ini tidak dapat ditarik kembali, dan dibuat dalam keadaan sadar, tanpa paksaan dari pihak mana pun.-
- 9.-Pelepasan dan Pembebasan ini dibuat dalam bahasa Indonesia dan bahasa Inggris. Namun demikian, apabila terdapat perbedaan antara kedua versi tersebut, maka yang berlaku adalah versi dalam bahasa Indonesia.-
- 0.-Pelepasan dan Pembebasan ini telah saya baca atau dibacakan kepada saya dan telah saya pahami seluruh isinya.-

Medan, 3 Februari 2006.-

A composite image consisting of two photographs. On the left is a close-up of a fingerprint. On the right is a photograph of a person's hand holding a pen over a document, with a large oval drawn around the pen and hand area.

(A N D A R I A S)

-Saksi-saksi :



1.-Nama : RAHMATSYAH, SH.  
Alamat : Jl. Setia Luhur Gang Madrasah.  
No KTP : 02.5012.200182.0001.

## Halaman Keempat dan terakhir.-

  
2.-Nama : LUSINDA MARANATHA S. SH, MKn.  
Alamat : Jl. Vanili Raya nomor 78.  
No KTP : 02.5011.550279.0005.

Nomor: 75/L/II/2006.-

--Yang bertanda-tangan dibawah ini **AIDA SELLIS SIBURIAN**  
**Sarjana Hukum**, Notaris di Medan, menerangkan bahwa isi  
surat ini telah saya, Notaris bacakan dan terangkan --  
dengan jelas kepada tuan A N D A R I A S tersebut dan --  
telah saya, Notaris, kenal, segera setelah itu maka --  
tuan A N D A R I A S tersebut membubuh tanda -----  
tangannya dihadapan saya, Notaris. --

Medan, 3 Februari 2006.-  
Notaris tersebut,



**CLYDE&CO**  
**BEAUMONT&SON**  
Aviation

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[peng.lim@beumontclydeco.com](mailto:peng.lim@beumontclydeco.com)

OUR REFERENCE: PXL/ANQ/jd/2446.1(0516747)  
YOUR REFERENCE:

19 October 2007

Perkins Coie LLP  
1201 Third Avenue Suite 4800  
Seattle WA 98101-3099  
United States of America

For the Attention of: Ms Allison Kendrick

Dear Allison

**Mandala Airlines Accident in Medan, Indonesia on 5 September 2005**

I write in my capacity as the solicitor instructed on behalf of PT Mandala Airlines and its insurers in connection with the accident to its B737-200 aircraft while performing flight RI091 at Medan Polonia Airport, Indonesia on 5 September 2005 in response to your request for Mandala's position on issues relating to the Releases that Mandala has obtained from the families of the victims and the resulting litigation in the US.

As you know after the accident, Mandala and its Insurers paid compensation to many of the victims of this accident and their families. In exchange, Mandala obtained Releases which released it from all liabilities as to these claims. The Releases taken by Mandala also released The Boeing Company and Pratt & Whitney and their affiliates from liability.

Mandala has provided copies of the Releases taken in this matter to foreclose litigation over claims that were resolved by the payment of settlements and the Releases taken as to additional parties.

With the exception of two of the Releases which were negotiated and executed in the People's Republic of China, all the other Releases were signed by the victims or their beneficiaries in Indonesia. Mandala's position is that disputes relating to the Releases are matters that should be resolved in Indonesia. This accident occurred in Indonesia. Mandala is an Indonesian airline based in Jakarta. Most of the passengers and all of the residents affected in this accident are Indonesian nationals. Claims arising from this accident are therefore most closely connected to Indonesia. It is for this reason that all the

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Releases contain a choice of law clause that selects Indonesian law as the applicable law and a choice of forum clause that selects a District Court in Indonesia as the only forum to resolve any dispute.

Mandala does not operate outside Indonesia or to the United States. It will not agree to submit voluntarily to jurisdiction in the US. It does not believe that a US Court would have jurisdiction over it to require its participation. Mandala will not agree to make available its employees, representatives or counsels who participated in the negotiation and execution of the Releases or those who were involved in the maintenance of the accident aircraft or operations related to the accident flight or any other issues relevant to this accident, for deposition in the US or elsewhere. Nor will Mandala agree to produce documents relevant to any of these topics voluntarily.

We hope that this explains our position.

Yours sincerely



Peng Lim  
Beaumont & Son – Aviation at Clyde & Co LLP